

NATURAL CONVERGENCE INC.

- and -

BROADVIEW NETWORKS, INC.

ASSET PURCHASE AGREEMENT

July 31, 2009

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SCHEDULE A APPROVAL ORDER

THIS ASSET PURCHASE AGREEMENT is made July 31st, 2009

BETWEEN:

NATURAL CONVERGENCE INC., a corporation governed by the laws of Canada (the "**Vendor**")

- and -

BROADVIEW NETWORKS, INC., a corporation governed by the laws of the State of New York (the "**Purchaser**").

RECITALS:

- A. The Vendor is engaged in the business of developing, distributing and licensing software for hosted telephony platforms (the "**Business**").
- B. The Vendor has agreed to sell, transfer and assign to the Purchaser and the Purchaser has agreed to buy from the Vendor, all of the right, title and interest in and to the Purchased Assets.
- C. The parties expect that PricewaterhouseCoopers Inc. (the "**Receiver**") will be appointed Interim Receiver of the Vendor pursuant to the notice issued by the BDC Capital Inc. under section 244 of the *Bankruptcy and Insolvency Act* by order (the "**Appointment Order**") of the Ontario Superior Court of Justice (the "**Court**") prior to the Closing Date, and that, subject to obtaining the Approval Order (as defined below), the Receiver will adopt this Agreement and fulfil Vendor's obligations hereunder.

THEREFORE the Parties agree as follows:

ARTICLE 1 DEFINITIONS AND PRINCIPLES OF INTERPRETATION

1.1 Definitions

Whenever used in this Agreement the following words and terms shall have the meanings set out below:

"**Agreement**" means this asset purchase agreement, including all schedules, and all amendments or restatements, as permitted, and references to "**Article**", "**Section**" or "**Schedule**" mean the specified Article, Section or Schedule of this Agreement;

"**Appointment Order**" has the meaning given to it in Recital C of this Agreement;

"**Approval Order**" means an order of the Court approving this Agreement and the sale by the Vendor to the Purchaser of the Purchased Assets in accordance with the provisions of this Agreement and vesting title in and to the Purchased Assets in the Purchaser free and clear of all liens, in substantially the form attached hereto as Schedule "A".

"Assumed Obligations" has the meaning given to it in Section 2.4 of this Agreement;

"Business" has the meaning given to it in Recital A of this Agreement;

"Business Day" means any day, other than a Saturday or Sunday, on which banks in Ottawa, Ontario are open for commercial banking business during normal banking hours;

"Closing" means the completion of the sale to and purchase by the Purchaser of the Purchased Assets under this Agreement;

"Closing Date" means the second Business Day following the date on which all conditions set forth in Articles 7, 8 and 9 hereof have been satisfied or waived or such other date as the Parties may agree in writing as the date upon which the Closing shall take place;

"Closing Time" means 5:00 p.m. (Ottawa time) on the Closing Date or such other time on such date as the Parties may agree in writing as the time at which the Closing shall take place;

"Court" has the meaning given to it in Recital C of this Agreement;

"Deposit" means the sum of (i) \$1,100,000 plus (ii) interest earned on the amount set out in (i) pursuant to Section 3.2;

"Employees" means individuals employed or retained by the Vendor, on a full-time, part-time or temporary basis, relating to the Business, including those Employees of the Business on disability leave, parental leave or other absence;

"Governmental Authority" means any government, regulatory authority, governmental department, agency, commission, board, tribunal, dispute settlement panel or body, bureau, official, minister, Crown corporation, or court or other law, rule or regulation-making entity having or purporting to have jurisdiction on behalf of any nation, or province or state or other geographical or political subdivision thereof;

"Laws" means any applicable laws (including common law), statutes, by-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, treaties, policies, notices, directions and judicial, arbitral, administrative, ministerial or departmental judgements, awards or other requirements of any Governmental Authority;

"Leasehold Period" has the meaning given in Section 2.1(c);

"Leasehold Premises" has the meaning given in Section 2.1(c);

"Notice" has the meaning given in Section 12.2;

"Orders" means orders, injunctions, judgments, administrative complaints, decrees, rulings, awards, assessments, directions, instructions, penalties or sanctions issued, filed or imposed by any Governmental Authority;

"Parties" means the Vendor and the Purchaser, collectively; and **"Party"** means any one of them;

"Person" means any individual, sole proprietorship, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate, Governmental Authority, and where the context requires, any of the foregoing when they are acting as trustee, executor, administrator or other legal representative;

"Personal Information" means information in the possession or under control of the Vendor about an identifiable individual;

"Purchase Price" has the meaning given in Section 3.1;

"Purchased Assets" means all of the Vendor's right, title and interest in, to and under, or relating to, the assets, property and undertaking, set forth on Schedule 2.1(a);

"Receiver" has the meaning given to it in Recital C of this Agreement;

"Secured Parties" means a secured creditor of the Vendor, including (without limitation) BDC Capital Inc., Wesley Clover Corporation, CIT Financial Ltd., MMV Financial Inc. and Comerica Bank, and **"Secured Party"** means any of them;

"Software" means that software listed in Schedule 2.1(a);

"Tax Returns" includes all returns, reports, declarations, elections, notices, filings, information returns and statements filed or required to be filed in respect of Taxes;

"Taxes" includes any taxes, duties, fees, premiums, assessments, imposts, levies and other charges of any kind whatsoever imposed by any Governmental Authority, including all interest, penalties, fines, additions to tax or other additional amounts imposed in respect thereof, including those levied on, or measured by, or referred to as, income, gross receipts, profits, capital, transfer, land transfer, sales, goods and services, harmonized sales, use, value-added, excise, stamp, withholding, business, franchising, property, payroll, employment, health, employer health, social services, education and social security taxes, all surtaxes, all customs duties and import and export taxes, all license, franchise and registration fees and all employment insurance, health insurance and Canada, Quebec and other government pension plan premiums or contributions;

"Third Party Equipment Leases" means leases to which the Vendor is party that are associated with and necessary to the commercial operation of the Business including, without limitation, the leases listed on Schedule 2.1(b)(ii);

"Third Party Licenses" means licenses held by the Vendor to use third party intellectual property (including, without limitation, software and patents) that are associated with and necessary to the commercial operation of the software forming part of the Purchased Assets and associated applications including, without limitation, the licenses listed on Schedule 2.1(b)(i);

"Transaction" means the transaction of purchase and sale contemplated hereby;

“**Vaspian**” means Vaspian, LLC;

“**Vaspian Receivable**” means the account receivable owed by Vaspian in favour of the Vendor; and

1.2 Certain Rules of Interpretation

In this Agreement:

- (a) **Currency** – Unless otherwise specified, all references to money amounts are to lawful currency of the United States provided, however, that a judgment of an Ontario court may only be awarded in Canadian currency.
- (b) **Governing Law** – This Agreement is a contract made under and shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in the Province of Ontario.
- (c) **Headings** – Headings of Articles and Sections are inserted for convenience of reference only and do not affect the construction or interpretation of this Agreement.
- (d) **Including** – Where the word “including” or “includes” is used in this Agreement, it means “including (or includes) without limitation”.
- (e) **No Strict Construction** – The language used in this Agreement is the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Party.
- (f) **Number and Gender** – Unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders.
- (g) **Severability** – If, in any jurisdiction, any provision of this Agreement or its application to any Party or circumstance is restricted, prohibited or unenforceable, such provision shall, as to such jurisdiction, be ineffective only to the extent of such restriction, prohibition or unenforceability without invalidating the remaining provisions of this Agreement and without affecting the validity or enforceability of such provision in any other jurisdiction or without affecting its application to other Parties or circumstances.
- (h) **Statutory references** – A reference to a statute includes all regulations and rules made pursuant to such statute and, unless otherwise specified, the provisions of any statute or regulation which amends, supplements or supersedes any such statute or any such regulation.
- (i) **Time** – Time is of the essence in the performance of the Parties’ respective obligations.

- (j) **Time Periods** – Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the next Business Day following if the last day of the period is not a Business Day.

1.3 Entire Agreement

This Agreement and the agreements and other documents required to be delivered pursuant to this Agreement, constitute the entire agreement between the Parties and set out all the covenants, promises, warranties, representations, conditions, understandings and agreements between the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written. There are no covenants, promises, warranties, representations, conditions, understandings or other agreements, oral or written, express, implied or collateral between the Parties in connection with the subject matter of this Agreement except as specifically set forth in this Agreement and any document required to be delivered pursuant to this Agreement.

1.4 Schedules

The schedules to this Agreement, listed below, are an integral part of this Agreement:

<u>Schedule</u>	<u>Description</u>
Schedule 2.1(a)	Purchased Assets
Schedule 2.1(b)(i)	Third Party Licenses
Schedule 2.1(b)(ii)	Third Party Equipment Leases
Schedule 3.5	Allocation of Purchase Price
Schedule 10.9	Employees to be Employed by Purchaser
Schedule A	Approval Order

ARTICLE 2 PURCHASE AND SALE

2.1 Action by Vendor and Purchaser

Subject to the provisions of this Agreement, at the Closing Time:

- (a) **Purchase and Sale of Purchased Assets** – the Vendor shall sell, transfer, assign, convey and deliver to the Purchaser, pursuant to the Approval Order, and the Purchaser shall purchase from the Vendor, all of the right, title and interest of the Vendor in and to the Purchased Assets, free and clear of all liens, claims and encumbrances;

- (b) **Assignment of Rights** – the Vendor shall sell, transfer, assign, convey and deliver to Buyer, and Buyer shall purchase from Vendor, all right, title and interest in and to (and shall assume Vendor's obligations under and in respect of):
 - (i) the Third Party Licenses (and other rights granted by third parties with respect to intellectual property) that are owned, held or used by Vendor; and
 - (ii) the Third Party Equipment Leases that are owned, held or used by Vendor, free and clear of all liens, claims and encumbrances;
- (c) **Offices** – the Vendor shall assign to the Purchaser all of Vendor's right to use the offices of Vendor located at One Hines Road, Unit 100, Ottawa, Ontario K2K 3C7 (the "**Leasehold Premises**") for a period, at Purchaser's discretion, of up to forty-five (45) days ("**Leasehold Period**"), it being understood and agreed that the Purchaser shall have no responsibility for any payment other than rent, additional rent and other payments payable under the governing lease for the Leasehold Period;
- (d) **Payment of Purchase Price** – the Purchaser shall pay the Purchase Price as provided in Section 3.3, assume the Assumed Obligations, and make the payments contemplated by Section 3.4;
- (e) **Transfer and Delivery of Purchased Assets** – the Vendor shall deliver the Approval Order, and execute and deliver to the Purchaser all such bills of sale, assignments, instruments of transfer, deeds, assurances, consents and other documents as shall be necessary or as may be requested by the Purchaser, acting reasonably, to effectively transfer to the Purchaser the Purchased Assets and to assign to the Purchaser the Third Party Licenses and the right to use of the Leasehold Premises as contemplated hereby; the Vendor shall deliver up to the Purchaser possession of the Purchased Assets and assign such rights without any representation or warranty of any nature whatsoever other than those expressly provided herein; and
- (f) **Other Documents** - the Vendor and Purchaser shall deliver such other documents as may be necessary to complete the transactions provided for in this Agreement.

2.2 Place of Closing

The Closing shall take place at the Closing Time at such place as may be agreed upon by the Vendor and the Purchaser.

2.3 Tender

Any tender of documents or money under this Agreement may be made upon the Parties or their respective counsel and money may be tendered by official bank draft or by certified cheque or, with the consent of the Party entitled to payment, by wire transfer of immediately available funds to the account specified in writing by that Party.

2.4 No Assumption of Liabilities; No Successor Liability; Excluded Assets

Other than the obligations assumed by the Purchaser as contemplated herein in respect of the Purchased Assets and the Business, comprised of (i) all obligations to the employees of the Vendor who accept employment with the Purchaser on or after Closing, including wages and vacation pay, (ii) all obligations and liabilities of the Vendor under the Third Party Licenses and the contracts forming part of the Purchased Assets, and (iii) other obligations expressly assumed hereunder (the "**Assumed Obligations**"), the Purchaser is not assuming and shall not be responsible for any other liabilities, debts or obligations of the Vendor, whether present or future, absolute or contingent. Without limiting the generality of the foregoing, the Purchaser shall not in any way be obligated in respect of (i) any other liabilities arising in connection with the ownership, use, operation or maintenance of the Purchased Assets or the conduct of the Business on or prior to the Closing Date, (ii) all liabilities relating to claims (whether made before or after the Closing Date) for damages arising out of defects or alleged defects in the products or services of, or arising out of warranties issued by, the Vendor with respect to products or services distributed and/or sold by or on behalf of the Vendor prior to or on the Closing Date, (iii) any liabilities relating to taxes of the Vendor, (iv) all liabilities relating to any employee benefit or compensation plan, program, policy, arrangement or agreement not expressly assumed hereunder, or (v) all liabilities relating to the employment or cessation of employment of a past or present employee of the Vendor who is not hired by the Purchaser.

For the avoidance of any doubt, the Vendor is not selling, transferring, assigning, conveying or delivering to the Purchaser, and the Purchaser is not purchasing or acquiring from Vendor any assets other than the Assets; assets not to be purchased include all cash or cash equivalents of the Vendor on deposit in any bank or other financial institution at the Closing Time, accounts receivable (other than the Vaspian Receivable), and entitlements to tax credits.

2.5 Actions to Satisfy Terms of Agreement

Each of the Parties agrees to take all such actions as are within its power to control, and to use its commercially reasonable efforts to cause other actions to be taken which are not within its power to control, so as to ensure compliance with each of the terms, covenants and conditions set forth in this Agreement which are for the benefit of any other Party.

ARTICLE 3 PURCHASE PRICE

3.1 Purchase Price

The amount payable by the Purchaser for the Purchased Assets (the "**Purchase Price**"), exclusive of all applicable sales and transfer taxes, shall be \$1,100,000.

3.2 Deposit

- (a) The Purchaser has, concurrently with the execution of this Agreement, deposited the Deposit with its counsel to be held in an interest-bearing account to be released on the terms outlined in this Section 3.2.

- (b) If the Closing does not occur solely by reason of the default of the Purchaser, the full amount of the Deposit plus interest shall be directed to be paid to and shall become the property of the Vendor to compensate it for expenses incurred in connection with the transactions contemplated in this Agreement and the delay caused to the Vendor's efforts to sell the Purchased Assets.
- (c) If the Closing does not occur for any reason other than the default of the Purchaser, the full amount of the Deposit plus interest shall be returned by the Vendor.

3.3 Satisfaction of Purchase Price

The Purchaser shall satisfy the Purchase Price at the Closing Time:

- (a) by directing the release of the Deposit to the Vendor; and
- (b) by payment to the Vendor of the Purchase Price less the amount of the Deposit.

3.4 Other Reimbursements

At Closing the Purchaser shall reimburse the Vendor for out-of-pocket expenses incurred by the Vendor to lease the Leasehold Premises during the Leasehold Period except to the extent that reimbursement has been previously made.

3.5 Allocation of Purchase Price

The Purchase Price shall be allocated in accordance with the provisions of Schedule 3.5. Each of the Vendor and the Purchaser shall report the purchase and sale of the Purchased Assets in any Tax Returns in accordance with the provisions of Schedule 3.5.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF THE VENDOR

The Vendor hereby represents and warrants to the Purchaser the matters set out below.

4.1 Authority

The Vendor has all necessary corporate power, authority and capacity to enter into this Agreement and to carry out its obligations under this Agreement and to convey all the right, title and interest in and to the Purchased Assets to the Purchaser. The execution and delivery of this Agreement and the consummation of the transaction contemplated under this Agreement have been duly authorized by all necessary corporation action of the Vendor.

4.2 No Knowledge of Proceedings

Other than the notice described in Recital C hereto there is no suit, claim, action, proceeding, hearing, governmental or judicial inquiry or investigation (whether at law or equity) pending or, to the knowledge of the Vendor, threatened (and Vendor has no knowledge of any circumstances that may give rise thereto) against the Vendor which would materially and adversely affect the

ability of the Vendor to consummate the transactions provided in this Agreement. For avoidance of doubt, an expression of potential interest in the purchase of the Vendor or all or substantial part of its business is not considered for the purposes hereof to be a suit, claim, action, proceeding, hearing, governmental or judicial inquiry or investigation (whether at law or equity) in and of itself.

4.3 No Acts to Encumber

From and after July 17, 2009, the Vendor (and from and after the date of the granting of the Appointment Order, the Receiver) has (have) done no act to encumber the Purchased Assets or to grant, create or permit any liens in respect of the Purchased Assets.

4.4 GST Registration

The Vendor is a registrant for the purposes of Part IX of the *Excise Tax Act* (Canada), having the registration number 889974713.

4.5 Location of Assets

All of the Purchased Assets are situate in the Province of Ontario.

4.6 Employees

The remaining Employees of the Vendor shall have been terminated at the sole cost of the Vendor.

4.7 Enforceability of Obligations

This Agreement constitutes a valid and binding obligation of the Vendor enforceable against it in accordance with the terms of this Agreement, subject, however, to limitations with respect to enforcement imposed by law in connection with bankruptcy or similar proceedings and to the extent that equitable remedies such as specific performance and injunction are in the discretion of the court from which they are sought.

4.8 Vaspian Receivable

The Vaspian Receivable has not been settled or compromised in any manner.

4.9 Residence

The Vendor is not a non-resident of Canada for the purposes of the *Income Tax Act* (Canada).

ARTICLE 5 REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

The Purchaser hereby represents and warrants to the Vendor the matters set out below.

5.1 Status of the Purchaser

The Purchaser is a corporation existing under the laws of the State of New York.

5.2 Due Authorization

The Purchaser has all necessary corporate power, authority and capacity to enter into this Agreement and to carry out its obligations under this Agreement. The execution and delivery of this Agreement and the consummation of the transaction contemplated under this Agreement have been duly authorized by all necessary corporate action of the Purchaser.

5.3 Enforceability of Obligations

This Agreement constitutes a valid and binding obligation of the Purchaser enforceable against it in accordance with the terms of this Agreement, subject, however, to limitations with respect to enforcement imposed by law in connection with bankruptcy or similar proceedings and to the extent that equitable remedies such as specific performance and injunction are in the discretion of the court from which they are sought.

5.4 "As Is, Where Is"

The Purchaser hereby acknowledges and agrees that the Purchased Assets are purchased on an "as is, where is" basis, without any representation or warranty of any nature whatsoever, other than those expressly provided for herein.

ARTICLE 6 NON-WAIVER; SURVIVAL

6.1 Non-Waiver

No investigations made by or on behalf of the Purchaser at any time shall have the effect of waiving, diminishing the scope or otherwise affecting any representation or warranty made by the Vendor in or pursuant to this Agreement. No waiver of any condition or other provision, in whole or in part, shall constitute a waiver of any other condition or provision (whether or not similar) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

6.2 Nature and Non-Survival

All representations, warranties and covenants contained in this Agreement on the part of each of the Parties shall merge upon, and shall not survive, the Closing.

ARTICLE 7 PURCHASER'S CONDITIONS PRECEDENT

The obligation of the Purchaser to complete the purchase of the Purchased Assets under this Agreement is subject to the satisfaction of, or compliance with, at or before the Closing Time, each of the following conditions precedent (each of which is acknowledged to be inserted for the exclusive benefit of the Purchaser and may be waived by it in whole or in part):

7.1 Truth and Accuracy of Representations of Vendor at the Closing Time

All of the representations and warranties of the Vendor made in or pursuant to this Agreement shall be true and correct at the Closing Time and with the same effect as if made at and as of the Closing Time (except as such representations and warranties may be affected by the occurrence of events or transactions expressly contemplated and permitted by this Agreement) and the Purchaser shall have received a certificate from a senior officer of the Vendor confirming the truth and correctness of such representations and warranties.

7.2 Performance of Obligations

The Vendor shall have performed or complied with, in all respects, all its obligations, covenants and agreements under this Agreement and the Purchaser shall have received a certificate from a senior officer of the Vendor confirming such performance or compliance, as the case may be.

7.3 Receipt of Closing Documentation

All instruments of conveyance and other documentation relating to the sale and purchase of the Purchased Assets including assignments of any contracts or real property leases, bills of sale and trade-mark and patent assignments, documentation relating to the due authorization and completion of such sale and purchase and all actions and proceedings taken on or prior to the Closing, shall be satisfactory to the Purchaser, acting reasonably, and the Purchaser shall have received copies of all such documentation or other evidence as it may reasonably request in order to establish the consummation of the transactions contemplated by this Agreement and the taking of all proceedings in connection with such transactions in compliance with these conditions, in form (as to certification and otherwise) and substance satisfactory to the Purchaser acting reasonably.

7.4 Actual Possession

The Vendor shall have delivered actual possession of all tangible Purchased Assets in the Vendor's possession, wherever situate at the Closing Time, to the Purchaser.

7.5 Consents of Third Party Licensees and Lessors

The holders of Third Party Licenses and lessors under Third Party Equipment Leases shall have executed and delivered written consents to the assignment of such licenses or leases, as the case may be, to the Purchaser.

7.6 Vendor Approvals

The Vendor shall have obtained approval in respect of the transaction contemplated herein from the following: (i) the board of directors of the Vendor; (ii) each of the shareholders of the Vendor holding five percent (5%) or more of the equity shares of the Vendor, calculated on a fully diluted basis as of the date hereof; and (iii) the chief executive officer of the Vendor.

7.7 Employment Agreements

The Purchaser shall have entered into employment agreements or arrangements with each of the Employees listed in Schedule 10.9.

7.8 GST Registration

The Purchaser shall have become a registrant for the purposes of Part IX of the *Excise Tax Act* (Canada).

7.9 Retail Sales Tax Act

Unless this Agreement shall have been assumed by the Receiver, the Vendor shall have complied with the terms of section 6.1 of the *Retail Sales Tax Act* (Ontario).

7.10 No Orders

- (a) No action, suit or proceeding shall be pending which enjoins, restrains or prohibits the transactions contemplated by this Agreement, or that would be reasonably likely to prevent or make illegal the consummation of the transactions contemplated by this Agreement.
- (b) No statute, rule, regulation, executive order, decree, ruling, preliminary, temporary or permanent injunction, shall have been enacted, entered, promulgated or enforced by any Governmental Authority or arbitrator that makes illegal, prohibits, restrains, enjoins or restricts the consummation of the transactions contemplated by this Agreement that has not been withdrawn or terminated.

If any of the foregoing conditions in this Article has not been fulfilled by Closing, the Purchaser may terminate this Agreement by notice to the Vendor, in which event the Purchaser is released from all obligations under this Agreement, and unless the Purchaser can show that the condition relied upon could reasonably have been performed by the Vendor, the Vendor is also released from all obligations under this Agreement. However, the Purchaser may waive compliance with any condition in whole or in part if it sees fit to do so, without prejudice to its rights of termination in the event of non-fulfilment of any other condition, in whole or in part, or to its rights to recover damages for the breach of any representation, warranty, covenant or condition contained in this Agreement.

ARTICLE 8 VENDOR'S CONDITIONS PRECEDENT

The obligations of the Vendor to complete the sale of the Purchased Assets under this Agreement shall be subject to the satisfaction of or compliance with, at or before the Closing Time, each of the following conditions precedent (each of which is acknowledged to be inserted for the exclusive benefit of the Vendor and may be waived by it in whole or in part):

8.1 Truth and Accuracy of Representations of the Purchaser at Closing Time

All of the representations and warranties of the Purchaser made in or pursuant to this Agreement shall be true and correct at the Closing Time and with the same effect as if made at and as of the Closing Time (except as such representations and warranties may be affected by the occurrence of events or transactions expressly contemplated and permitted by this Agreement) and the Vendor shall have received a certificate from a senior officer of the Purchaser confirming the truth and correctness of such representations and warranties.

8.2 Performance of Obligations

The Purchaser shall have performed or complied with, in all respects, all its obligations, covenants and agreements under this Agreement and the Vendor shall have received a certificate from a senior officer of the Purchaser confirming such performance or compliance, as the case may be.

8.3 Receipt of Closing Documentation

All instruments of conveyance and other documentation relating to the sale and purchase of the Purchased Assets including assignments of any contracts or real property leases, bills of sale and trade-mark and patent assignments, documentation relating to the due authorization and completion of such sale and purchase and all actions and proceedings taken on or prior to the Closing, shall be satisfactory to the Vendor, acting reasonably, and the Vendor shall have received copies of all such documentation or other evidence as it may reasonably request in order to establish the consummation of the transactions contemplated by this Agreement and the taking of all proceedings in connection with such transactions in compliance with these conditions, in form (as to certification and otherwise) and substance satisfactory to the Vendor acting reasonably.

If any of the foregoing conditions in this Article has not been fulfilled by Closing, the Vendor may terminate this Agreement by notice in writing to the Purchaser, in which event the Vendor is released from all obligations under this Agreement, and unless the Vendor can show that the condition relied upon could reasonably have been performed by the Purchaser, the Purchaser is also released from all obligations under this Agreement. However, the Vendor may waive compliance with any condition in whole or in part if it sees fit to do so, without prejudice to its rights of termination in the event of non-fulfilment of any other condition in whole or in part or to its rights to recover damages for the breach of any representation, warranty, covenant or condition contained in this Agreement.

ARTICLE 9 MUTUAL CONDITIONS PRECEDENT

The obligations of the Parties to complete the sale of the Purchased Assets under this Agreement shall be subject to the satisfaction of or compliance with, at or before the Closing Time, each of the following conditions precedent (each of which may be waived by the Parties in whole or in part):

9.1 Consents of Secured Parties

Each of the Secured Parties shall have executed and delivered written consents to the transaction contemplated herein and waivers in relation thereto in a form satisfactory to the Purchaser, acting reasonably.

9.2 Court Order

The Receiver shall have been appointed pursuant to the Appointment Order, and this Agreement and the transactions contemplated hereby shall have been approved pursuant to the Approval Order, and shall not have been vacated, modified, reversed, appealed or stayed (except in the case of any modification, to the extent such modification is acceptable to Purchaser in its reasonable discretion).

If any of the foregoing conditions in this Article has not been fulfilled by Closing, either Party may terminate this Agreement by notice in writing to the other, in which event each Party is released from all obligations under this Agreement unless the other Party can show that the condition relied upon could reasonably have been performed by first-named Party. Either Party may waive compliance with any condition in whole or in part to the extent that the condition is to its benefit if it sees fit to do so, without prejudice to its rights of termination in the event of non-fulfilment of any other condition in whole or in part or to its rights to recover damages for the breach of any representation, warranty, covenant or condition contained in this Agreement.

ARTICLE 10 OTHER COVENANTS OF THE PARTIES

10.1 Conduct of Business Prior to Closing

During the period from the date of this Agreement to the Closing Time, the Vendor shall:

- (a) Continue Insurance – continue in force all policies of insurance maintained by or for the benefit of the Vendor relating to the Purchased Assets or the Business and give all notices and present claims under all insurance policies in a timely fashion, provided that the Vendor shall have no obligation to make any premium payments or fund other insurance-related costs during the said period unless same are pre-funded by the Purchaser;
- (b) Transfer of Purchased Assets – not, without the prior written consent of the Purchaser, transfer, assign, sell or otherwise dispose of any of the Purchased Assets or cancel any debts or entitlements relating to the Business except, in each case, in the ordinary course of business, or authorize, agree or otherwise become committed to do any of the foregoing;
- (c) Approvals – cooperate with the Purchaser and use all reasonable efforts to obtain and diligently assist the Purchaser in obtaining all necessary consents, approvals and authorizations, required under any applicable Law or under any contract included in the Purchased Assets;

- (d) Vaspian Receivable – not compromise or settle the Vaspian Receivable in any way; and
- (e) Advise of Changes – promptly advise the Purchaser of any: (i) fact or any change that could materially adversely affect the Purchased Assets or the Business; (ii) breach by the Vendor of any covenant or agreement contained in this Agreement; and (iii) death, disability, resignation, termination of employment or other departure of any Employee listed in Schedule 10.9.

10.2 Confidentiality

- (a) Prior to the Closing, the Purchaser shall keep confidential all information disclosed to it by the Vendor or its agents relating to the Business or the Purchased Assets, except information which:
 - (i) is part of the public domain;
 - (ii) becomes part of the public domain other than as a result of a breach of these provisions by the Purchaser;
 - (iii) the Purchaser is required to disclose pursuant to applicable Laws or stock exchange rules or by a Governmental Authority;
 - (iv) can be demonstrated to have been known or available to the Purchaser or independently developed by the Purchaser;
 - (v) was received in good faith from an independent Person who was lawfully in possession of such information free of any obligation of confidence; or
 - (vi) is released from the provisions of this Agreement by the written authorization of the Vendor.
- (b) After the Closing, the Vendor shall keep confidential all Personal Information it disclosed to the Purchaser and all information relating to the Business, except information (other than Personal Information) which:
 - (i) is part of the public domain;
 - (ii) becomes part of the public domain other than as a result of a breach of these provisions by the Vendor;
 - (iii) the Vendor is required to disclose pursuant to applicable Laws or stock exchange rules or by a Governmental Authority;
 - (iv) was received in good faith after Closing from an independent Person who was lawfully in possession of such information free of any obligation of confidence; or

- (v) is released from the provisions of this Agreement by the written authorization of Purchaser.

10.3 Public Announcements

Prior to the Closing Date, neither the Vendor nor the Purchaser, nor any of their respective affiliates or representatives, shall issue any press release or public statement concerning this Agreement or the transactions contemplated hereby without obtaining the prior written approval of the other party hereto (which consent shall not be unreasonably withheld, delayed or conditioned), unless such disclosure is required by applicable law or an order of the Court; provided, that the party intending to make such release shall give the other parties prior notice and shall use its reasonable commercial efforts consistent with such applicable law or order or obligation to consult with the other parties with respect to the text thereof.

10.4 Access

The Vendor shall afford to the officers, employees and authorized representatives of the Purchaser (including, without limitation, independent public accountants and attorneys) reasonable access during normal business hours to the offices, properties, employees and business and financial records (including computer files, retrieval programs and similar documentation) of the Vendor as the Purchaser shall reasonably request in writing from time to time and shall furnish to the Purchaser or their authorized representatives such additional information concerning the Purchased Assets and the operations of the Vendor as shall be reasonably requested, including all such information as shall be necessary to enable the Purchaser or its representatives to verify the accuracy of the representations and warranties contained in this Agreement, to verify that the covenants of the Vendor contained in this Agreement have been complied with and to determine whether the conditions in favour of the Purchaser have been satisfied. Without limiting the generality of the foregoing, Buyer shall be allowed to test the source code currently held in escrow for the Purchaser by the Vendor and interact with the licensors of the Third Party Licenses.

10.5 Contacts with Suppliers, Customers and Other Parties

Notwithstanding any provision in this Agreement to the contrary, prior to the Closing, the Purchaser and its representatives may, in consultation with the Vendor, but subject to the Vendor's consent, acting reasonably, contact, and discuss this Agreement and the transactions contemplated hereby with any Governmental Authority, and, with the participation of the Vendor, any Employees of the Vendor, and any supplier to, or customer of, the Business, and counterparties to any contracts.

10.6 Actions to Satisfy Closing Conditions

Each of the Parties shall take all such actions as are within its power to control, and use reasonable commercial efforts to cause other actions to be taken which are not within its power to control, so as to ensure compliance with each of the conditions and covenants set forth in Article 7, Article 8 and Article 10 which are for the benefit of any other Party.

Without limiting the generality of the foregoing, the Vendor shall as soon as practicable, and in any event, within two (2) Business Days following the date hereof, at its sole cost and expense, file with the Court a motion or other pleading, in form and substance reasonably acceptable to the Purchaser, seeking each of the Appointment Order and the Approval Order and the Vendor agrees to use its commercially reasonable best efforts to cause the Court to enter the Approval Order within five (5) days of the execution of this Agreement.

10.7 Release of Source Codes

The Purchaser acknowledges and agrees that source codes for the Software forming part of the Purchased Assets may be released to any customer of the Vendor that is a party to the source code escrow arrangement maintained by the Vendor with Iron Mountain Intellectual Property Management, Inc.

10.8 Vaspian Receivable

The Purchaser shall remit to the Vendor fifty percent (50%) of any and all amounts in excess of One Hundred Thousand Dollars (\$100,000) received by the Purchaser from Vaspian in payment of the Vaspian Receivable. For the avoidance of doubt, any compromise or forgiveness of the Vaspian Receivable by the Purchaser or use by the Purchaser of the Vaspian Receivable to acquire non-cash assets of Vaspian or use by the Purchaser of the Vaspian Receivable to credit bid for assets of Vaspian in a bankruptcy sale shall not create any payment obligation by the Purchaser to the Vendor hereunder.

10.9 Employees

The Purchaser has offered employment to those Employees listed in Schedule 10.9. For the avoidance of doubt, the Purchaser shall not have any liability for any other Employee of the Vendor, or for any Employee of the Vendor to which offer was made but has been rejected by such Employee, including liability for wages, vacation pay, benefits, pensions, severance pay or termination pay; before Closing, the Vendor (or the Interim Receiver, on the Vendor's behalf), shall terminate the employment of those Employees of the Vendor to whom an offer of employment is made and who have not accepted such offer.

The Purchaser shall be responsible for all termination pay, severance pay and all other post-closing costs, liabilities or obligations for the employees listed in Schedule 10.9 and shall indemnify and save the Vendor harmless in respect of all such payments, costs, liabilities or obligations.

10.10 Sales and Transfer Taxes

The Purchaser shall pay directly to the appropriate Governmental Authority all sales and transfer taxes, registration charges and transfer fees, other than the goods and services tax and harmonized sales tax imposed under Part IX of the *Excise Tax Act* (Canada) and any similar value-added or multi-staged tax imposed under any applicable provincial or territorial legislation, payable by it in respect of the purchase and sale of the Purchased Assets under this Agreement and, upon the reasonable request of the Vendor, the Purchaser shall furnish proof of such payment.

10.11 Goods and Services Tax and Harmonized Sales Tax

Subject to Section 10.12, the Purchaser shall be liable for and shall pay to the Vendor an amount equal to any goods and services tax and harmonized sales tax payable by the Purchaser and collectible by the Vendor under the *Excise Tax Act* (Canada), plus an amount equal to any similar value added or multi-staged tax imposed by any applicable provincial or territorial legislation, in connection with the purchase and sale of the Purchased Assets under this Agreement, and any interest and penalties in respect of any of the foregoing. The Purchaser and the Vendor shall make and file, in a timely manner, a joint election to have the rules in section 167 of the *Excise Tax Act* (Canada) apply to the supply of the Purchased Assets

10.12 Income Tax Elections

In accordance with the requirements of the *Income Tax Act* (Canada), the regulations thereunder, the administrative practice and policy of the Canada Revenue Agency and any applicable equivalent or corresponding provincial or territorial legislative, regulatory and administrative requirements, the Purchaser and the Vendor shall make and file, in a timely manner,

- (a) to the extent applicable, a joint election(s) to have the rules in section 22 of the *Income Tax Act* (Canada), and any equivalent or corresponding provision under applicable provincial or territorial tax legislation, apply in respect of the accounts receivable that are the subject of such election, and shall designate therein that portion of the Purchase Price allocated to the accounts receivable that are the subject of such election in accordance with the procedures set out in Section 3.5 of this Agreement as the consideration paid by the Purchaser to the Vendor; and
- (b) if applicable, a joint election(s) to have the rules in subsection 20(24) of the *Income Tax Act* (Canada), and any equivalent or corresponding provision under applicable provincial or territorial tax legislation, apply to the obligations of the Vendor in respect of undertakings which arise from the operation of the Business and to which paragraph 12(1)(a) of the *Income Tax Act* (Canada) applies. The Purchaser and the Vendor acknowledge that the Vendor is transferring assets to the Purchaser which have a value equal to the elected amount as consideration for the assumption by the Purchaser of such obligations of the Vendor.

The Purchaser and the Vendor shall prepare and file their respective Tax Returns in a manner consistent with the aforesaid elections. If a Party fails to file its Tax Returns in such manner, it shall indemnify and save harmless the other Party in respect of any resulting Taxes, legal and/or accounting expenses paid or incurred by the other Party.

10.13 Submission to Jurisdiction

- (a) Each Party submits to the exclusive jurisdiction of any Ontario courts sitting in Ottawa in any action, application, reference or other proceeding arising out of or relating to this Agreement and consents to all claims in respect of any such action, application, reference or other proceeding being heard and determined in such Ontario courts. Each of the Parties irrevocably waives, to the fullest extent it may

effectively do so, the defence of an inconvenient forum to the maintenance of such action, application or proceeding.

- (b) The Parties shall not raise any objection to the venue of any action, application, reference or other proceeding arising out of or relating to this Agreement in the Ontario Courts sitting in Ottawa, including the objection that the proceedings have been brought in an inconvenient forum.

A final judgment in any such action, application or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner specified by law and must not be re-litigated on the merits.

10.14 No Shop

Neither the Vendor nor any of its securityholders, directors, officers, employees, affiliates, advisors, representatives or agents shall, directly or indirectly, solicit, encourage or initiate any discussions or negotiations with, participate in any negotiations with, accept any proposal for or provide any information to, otherwise cooperate in any other way with or facilitate or encourage any effort or attempt by any party other than the Purchaser and its directors, officers, affiliates, representatives and agents concerning any competing transaction which would interfere or potentially interfere with the Transaction.

10.15 Notice of Untrue Representation or Warranty

The Vendor shall notify the Purchaser, and the Purchaser shall notify the Vendor, promptly upon any representation or warranty made by it contained in this Agreement becoming incorrect prior to Closing, and, for the purposes of this Section 10.15, unless otherwise specified, each representation and warranty shall be deemed to be given at and as of all times from the date of this Agreement to the Closing Date. Any such notice shall set out particulars of the untrue or incorrect representation or warranty and details of any actions being taken by the Vendor or the Purchaser, as the case may be, to rectify the incorrectness. No such notice will relieve either Party of any right or remedy provided for in this Agreement.

ARTICLE 11 TERMINATION

11.1 Termination

This Agreement may be terminated at any time prior to the Closing Date:

- (a) by the written mutual consent of the Parties;
- (b) by the Purchaser if the Closing shall not have occurred within thirty (30) days of entry of the Approval Order, for any reason, including without limitation, if any condition to Closing has not been satisfied as of such date and such condition has not been waived by the Purchaser;
- (c) by the Purchaser in the event of any material breach by the Vendor of any of the Vendor's covenants or agreements contained herein, or if any representations or

warranties contained herein is or becomes untrue and the failure of the Vendor to cure such breach or untruth, as applicable, within ten (10) days after receipt of written notice from the Purchaser requesting such breach or untruth, as applicable, to be cured;

- (d) by the Vendor in the event of any material breach by the Purchaser of any of the Purchaser's covenants or agreements contained herein, or if any representations or warranties contained herein is or becomes untrue, and the failure of the Purchaser to cure such breach or untruth, as applicable, within ten (10) days after receipt of written notice from the Vendor requesting such breach or untruth, as applicable, to be cured;
- (e) by either party (provided that the terminating party is in compliance with its covenants and agreements hereunder in all material respects), at any time on or after (i) the date that the Court denies the motion for the Approval Order; (ii) the date the Approval Order is not approved by the Court or is materially or adversely modified; (iii) the thirty-first (31st) day following the date of this Agreement, if the Approval Order has not been entered by the Court as of the time of such termination; or (iv) at any time following the stay or reversal of the Approval Order by a court of competent jurisdiction, and such stay or reversal is not reversed, revoked, voided or vacated within forty five (45) days thereof; but the right to terminate this Agreement under this Section shall not be available to the Purchaser if the failure of any such order not being entered is solely the result of the failure by the Purchaser to perform its obligations under this Agreement;
- (f) by either party (provided that the terminating party is in compliance with its covenants and agreements hereunder in all material respects), if prior to the Closing the Court enters an order inconsistent with the completion of the Transaction; or
- (g) by either Party if any Governmental Body with jurisdiction over such matters shall have issued an order or injunction restraining, enjoining, or otherwise prohibiting the sale of the Purchased Assets and such order, decree, ruling, or other action shall have become final and non-appealable.

11.2 Notice of Termination

Any Party desiring to terminate this Agreement pursuant to Section 11.1 shall promptly give notice of such termination to the other Party to this Agreement specifying the provision hereof pursuant to which such termination is made.

11.3 Effect of Termination

In the event that this Agreement shall be terminated pursuant to this Article 11, this Agreement shall become void and have no effect and all further obligations of the Parties under this Agreement (other than Sections 10.2, 10.13 and 11.1) shall be terminated without further liability of any Party to the other, provided that nothing herein shall relieve any Party from liability for its willful breach of this Agreement.

ARTICLE 12 GENERAL

12.1 Expenses

Except as expressly provided herein, each of the Parties shall pay their respective legal, accounting, and other professional advisory fees, costs and expenses incurred in connection with the purchase and sale of the Purchased Assets and the preparation, execution and delivery of this Agreement and all documents and instruments executed pursuant to this Agreement and any other costs and expenses incurred.

12.2 Notices

Any notice, consent or approval required or permitted to be given in connection with this Agreement (in this Section referred to as a "Notice") shall be in writing and shall be sufficiently given if delivered (whether in person, by courier service or other personal method of delivery), or if transmitted by facsimile:

- (a) in the case of a Notice to the Vendor at:

1 Hines Road, Suite 100
Ottawa, ON K2K 3C7

Attention: Patrick Smith, Chairman and CEO
Fax: 613-280-2030

with a copy to (which shall not constitute Notice to the Vendor):

Labarge Weinstein Professional Corporation
515 Legget Drive
Ottawa, Ontario K2K 3G4

Attention: Paul Amirault
Fax: (613) 599-00118

- (b) in the case of a Notice to the Purchaser at:

Broadview Networks, Inc.
800 Westchester Avenue
Suite N-501
Rye Brook, New York 10573

Attention: Michael K. Robinson, Chief Executive Officer
Fax: (914) 922-7001

with a copy to:

Broadview Networks, Inc.
800 Westchester Avenue
Fifth Floor - Suite N-501
Rye Brook, New York 10573

Attention: Charles C. Hunter, General Counsel
Fax: (914) 922-7001

and with a copy to (which shall not constitute Notice to the Purchaser):

Goodmans LLP
250 Yonge Street, Suite 2400
Toronto, Ontario M5B 2M6

Attention: David Bish and Neill May
Fax: (416) 979-1234

Any Notice delivered or transmitted to a Party as provided above shall be deemed to have been given and received on the day it is delivered or transmitted, provided that it is delivered or transmitted on a Business Day prior to 5:00 p.m. local time in the place of delivery or receipt. However, if the Notice is delivered or transmitted after 5:00 p.m. local time or if such day is not a Business Day then the Notice shall be deemed to have been given and received on the next Business Day.

Any Party may, from time to time, change its address by giving Notice to the other Parties in accordance with the provisions of this Section.

12.3 Enurement and Assignment

This Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors (including any successor by reason of amalgamation of any Party) and permitted assigns.

12.4 Amendment

No amendment, supplement, modification or waiver or termination of this Agreement and, unless otherwise specified, no consent or approval by any Party, shall be binding unless executed in writing by the Party to be bound thereby.

12.5 Further Assurances

The Parties shall, with reasonable diligence, do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Agreement, and each Party shall provide such further documents or instruments required by any other Party as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions, whether before or after the Closing.

12.6 No Third Party Beneficiaries

Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give to any person, firm, corporation, or legal entity, other than the Parties and their successors and assigns, any rights, remedies or other benefits under or by reason of this Agreement.

12.7 Execution and Counterparts

This Agreement may be executed by the Parties in counterparts and may be executed and delivered by facsimile or other electronic means and all such counterparts shall together constitute one and the same agreement.

[The remainder of this page is intentionally left blank]

IN WITNESS OF WHICH the Parties have duly executed this Agreement.

NATURAL CONVERGENCE INC.

Per: [Signature]

Name: Leah Conner

Title:

Per: _____

Name:

Title:

BROADVIEW NETWORKS, INC.

By: _____

Name:

Title:

James Smith

613-599-0018

IN WITNESS OF WHICH the Parties have duly executed this Agreement.

NATURAL CONVERGENCE INC.

Per: 

Name: Patricia Smith

Title: Chairmen & CEO

Per: _____

Name: _____

Title: _____

BROADVIEW NETWORKS, INC.

By: _____

Name: _____

Title: _____

IN WITNESS OF WHICH the Parties have duly executed this Agreement.

NATURAL CONVERGENCE INC.

Per: _____
Name:
Title:
Per: _____
Name:
Title:

BROADVIEW NETWORKS, INC.

By: Michael K. Robinson
Name: MICHAEL K. ROBINSON
Title: PRESIDENT & CEO

SCHEDULE 2.1(a)
PURCHASED ASSETS

- The following software (as detailed in Appendix A hereto), including object code and machine readable code, as well as the underlying source code, including all current and past releases, as well as current working development code for next and future releases, development work-in-progress and code in production (the "Software"):
 - Silhouette 4.0 and subsequent releases, including, but not limited to, Silhouette 4.1.1
- All supporting information, tools, notes and other information necessary and sufficient to implement, use, understand, compile, install, support, maintain, update, change, enhance and modify the Software, including, without limitation, the source code management platform, development toolkits and platforms, product and design documents, plans, drawings, technical and operating materials, user manuals, trouble shooting guides, testing code/suites, diagnostic code/suites and license activation keys;
- All other intellectual property owned, held or used by Vendor, registered and unregistered, including, but not limited to, patents and applications therefor, inventions (including, but not limited to, the patents listed on Appendix B hereto), copyrights and rights corresponding thereto, including moral rights, all industrial designs, trademarks, trade names, service marks, doing business as names and corporate names, trade dress, and all goodwill associated therewith (including, but not limited to, the trademarks, trade names, service marks, doing business as names and corporate names listed on Appendix C hereto), internet domain names (including, but not limited to, the internet domain names listed on Appendix D hereto) and all registrations, applications and filings therefor, as well as all trade secrets, confidential information, maskworks, net lists, schematics, technology, know-how, databases, data collections, computer software programs or applications and tangible or intangible proprietary information or material;
- The physical assets owned, licensed to or used by Vendor, including servers, test platforms, test station sets, switches, routers, desk and laptop computers and office equipment and furniture, including the desktop and laptop computers utilized by the Key Employees in the performance of their duties, all as specifically listed on Appendix E hereto;
- All inventory;
- The rights described in Section 2.1(b), including without limitation the Vendor's rights under the Third Party Licenses and the Third Party Equipment Leases;
- The Vaspian Receivable.

APPENDIX A TO SCHEDULE 2.1(a)
SOFTWARE

See attached.

Product Factory Function

silhouette

csn

Code Base
Licensing Application
Defect Management
Development Documentation
Product Documentation

Perforce - RDSRV01/Blade Server/RH Linux
Linux - RDSRV01/Blade Server
Bugzilla - RDSRV01/Blade Server/RH Linux
Wiki - RDSRV01/Blade Server/RH Linux
Sharepoint - Server03/Blade Server/Vm 2003

SVC - TORDEV01
N/A
Bugzero - HP Server
Wiki - TORDEV01
\\nas\\silhouette-CSN

PV Test Suite

Load Test Tooling

Slip - Load Test Tooling

Seagull - Diameter Interface Load Test Tooling

Project Management

Operations Documentation

Sales Tracking

Legacy Requirements Database

RFC Database

Documentation

Application Notes

Right Now - Customer Defect Tracking

Community Zero - Customer Communications

Sharepoint - Server03/Blade Server/Vm 2003
Perforce - RDSRV01/Blade Server/RH Linux
Open Source

Sharepoint - Server03/Blade Server/Vm 2003
Sharepoint - Server03/Blade Server/Vm 2003
Sugar - Rack Mount PC/Vm XP

First - Rack Mount PC/Vm XP
Sharepoint - Server03/Blade Server/Vm 2003
Sharepoint - Server03/Blade Server/Vm 2003

Sharepoint - Server03/Blade Server/Vm 2003
Third Party Hosted Application
Third Party Hosted Application

Third Party Hosted Application
Third Party Hosted Application

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N/A
N/A
N/A
N/A

The silhouette code base includes the following
Generally Available releases

1.0, 1.0.4, 1.1, 1.2, 1.2.6, 2.0, 2.0.1, 2.0.2
3.0, 3.0.0.2, 3.0.0.3, 3.0.0.4, 3.1.0.1, 3.1.0.2,
4.0, 4.0.0.1, 4.0.0.2, 4.0.0.3, 4.1, 4.1.0.1,
4.1.1 and all related patches

The silhouette code base includes the following
"Under Development" releases

4.2.0.0, 4.3.0.0 & 5.0

CSN code base

Release 3.7

APPENDIX B TO SCHEDULE 2.1(a)
PATENTS

See attached.

	Ogilvy #	Patent #	Title	File Date	Relevant to FMC?	Notes
1	16310-13US	6226289	Method and apparatus for dynamically routing calls in an intelligent network	Sep/97	No	
2	16310-18US	6097804	Method and system for completing a voice connection between first and second voice terminals in a switched telephone network	Dec/97	No	
3	16310-21US	6236722	Method and system for using TCAP signaling for improved call setup from a virtual switching point	May/98	No	
4	16310-31US	6493444	Enhanced application telephone network	Mar/99	No	
5	16310-64US	6724876	Method and apparatus for effecting telecommunications service features using call control information extracted from a bearer channel	Mar/01	No	
6	16310-71US	6766009	Method and system for correlating telephone calls with information delivery	Mar/02	No	
7	16310-45US	6839422	Method and apparatus for providing local call treatment discrimination for selected calls on a switched telephone network	July/02	No	
8	16310-78US	7206582	Method, system and apparatus for call path reconfiguration	Dec/04	Yes	
9	16310-81US	7289805	Method and system for assigning a temporary subscriber identity to a roaming mobile subscriber station	Mar/05	Yes	

	Ogilvy #	Application #	Title	File Date	Relevant to FMC?	Notes
1	9-16310-36CA-1	2471153	Apparatus for vending and delivering telephone services	July/03	No	only in Canada
2	9-16310-72CA-2	2532271	System for providing access to a voice mail system	July/03	No	only in Canada
3	16310-76US	10/806135	Method and apparatus for subscriber control of an inbound call	Mar/04	Yes	
4	16310-80US	11/424930	Method and system for a communications session join function to facilitate the provision of enhanced communications services	June/06	Yes	
5	16310-83US	11/461649	Method and system for directed call establishment to facilitate the provision of enhanced communications services	Aug/06	Yes	
6	16310-84US	11/833332	Method and system for dynamic call anchoring	Aug/07	Yes	

	Ogilvy #	Application #	Title	File Date	Relevant to FMC?	Notes
1	9-16310-30US	10/164088	Method and apparatus for efficient use of voice trunks for accessing a service resource in the PSTN	June/02	No	
2	9-16310-36US	10/625126	Apparatus for vending and delivering telephone services	July/03	No	
3	9-16310-72US-1	10/619275	System for providing access to a voice mail system	July/03	No	
4	16310-74US	10/178868	Method and system for providing secure access to a telephone service	June/02	No	

	BLO #	Application #	Title	File Date	Relevant to FMC?	Notes
1	PAT 3818W-2 US	12/305763	Method and System for Mediated CODEC Negotiation	Dec/07		
2	PAT 3814W-2 US	12/305818	Method and System for Network Address Translation (NAT) Traversal or Real Time Protocol (RTP) Media	Jan/08		SBC deployment architecture
3	PAT 3814W-1 CA	CA2007/002375	Method and System for Network Address Translation (NAT) Traversal or Real Time Protocol (RTP) Media	June/09		
4	PAT 3818W-1 CA	CA2008/000022	Method and System for Mediated CODEC Negotiation	June/09		
5	Europe	Not Yet Filed	Method and System for Mediated CODEC Negotiation			
6	Europe	Not Yet Filed	Method and System for Network Address Translation (NAT) Traversal or Real Time Protocol (RTP) Media			

	Application #	Title	File Date	Relevant to FMC?	Notes
1	PAT 3693-2	10/175,808	VIRTUAL KEY SYSTEM		

Our Ref.	Code	Issue Date	Patent #	Title	Inventors	Owner	Reg. Date	Registration Document	Maintenance Fee Interval	Next MF Due Date
9-16310-13CA	CA	25/6/02	2216620	METHOD AND APPARATUS FOR DYNAMICALLY ROUTING CALLS IN AN INTELLIGENT NETWORK	Lloyd WILLIAMS Normand A. CLEMONT Colin A. REID	NEWSTEP NETWORKS INC.	6/4/07		Annually	2/4/09
9-16310-13DE	DE	1/9/04	1018271	METHOD AND APPARATUS FOR DYNAMICALLY ROUTING CALLS IN AN INTELLIGENT NETWORK	Lloyd WILLIAMS Normand A. CLEMONT Colin A. REID	NEWSTEP NETWORKS INC.	06/18/04	EP Patent Certificate	Annually	23/6/09
9-16310-13EP	EP	1/9/04	1018271	METHOD AND APPARATUS FOR DYNAMICALLY ROUTING CALLS IN AN INTELLIGENT NETWORK	Lloyd WILLIAMS Normand A. CLEMONT Colin A. REID	NEWSTEP NETWORKS INC.	06/18/04	Patent Certificate	Annually	NO further renewal fees due
9-16310-13FR	FR	1/9/04	1018271	METHOD AND APPARATUS FOR DYNAMICALLY ROUTING CALLS IN AN INTELLIGENT NETWORK	Lloyd WILLIAMS Normand A. CLEMONT Colin A. REID	NEWSTEP NETWORKS INC.	06/18/04	EP Patent Certificate	Annually	23/6/09
9-16310-13GB	GB	1/9/04	1018271	METHOD AND APPARATUS FOR DYNAMICALLY ROUTING CALLS IN AN INTELLIGENT NETWORK	Lloyd WILLIAMS Normand A. CLEMONT Colin A. REID	NEWSTEP NETWORKS INC.	06/18/04	EP Patent Certificate	Annually	23/6/09
9-16310-13MX	MX	18/7/03	218336	METHOD AND APPARATUS FOR DYNAMICALLY ROUTING CALLS IN AN INTELLIGENT NETWORK	Lloyd WILLIAMS Normand A. CLEMONT Colin A. REID	NEWSTEP NETWORKS INC.	11/4/04		Every 5 Years	23/6/09
9-16310-13US	US	1/6/07	6226289	METHOD AND APPARATUS FOR DYNAMICALLY ROUTING CALLS IN AN INTELLIGENT NETWORK	Lloyd WILLIAMS Normand A. CLEMONT Colin A. REID	BELL CANADA REVO NETWORKS INC.	03/06/01 02/27/04 12/27/05	0115660029 0150080744 0171360344	31/2, 71/2 and 11/12 Years	11/11/12
9-16310-16CA	CA	4/12/01	2225537	METHOD AND SYSTEM FOR COMPLETING A VOICE CONNECTION BETWEEN FIRST AND SECOND VOICE TERMINALS IN A SWITCHED TELEPHONE NETWORK	Gordon J. GILBERT Gordon M. MELICK Lloyd Williams Colin A. REID	NEWSTEP NETWORKS INC.	6/4/07		Annually	2/4/10/09
9-16310-18EP	EP	13/10/04	1042922	METHOD AND SYSTEM FOR COMPLETING A VOICE CONNECTION IN A SWITCHED TELEPHONE NETWORK	Gordon J. GILBERT Gordon M. MELICK Lloyd Williams Colin A. REID	NEWSTEP NETWORKS INC.	22/6/04	Patent Certificate	Annually	no further renewal fees due
9-16310-18MX	MX	26/6/04	220616	METHOD AND SYSTEM FOR COMPLETING A VOICE CONNECTION BETWEEN FIRST AND SECOND VOICE TERMINALS IN A SWITCHED TELEPHONE NETWORK	Gordon J. GILBERT Gordon M. MELICK Lloyd Williams Colin A. REID	NEWSTEP NETWORKS INC.	11/4/04		Every 5 Years	22/6/09
9-16310-18US	US	1/6/00	6097804	METHOD AND SYSTEM FOR COMPLETING A VOICE CONNECTION BETWEEN FIRST AND SECOND VOICE TERMINALS IN A SWITCHED TELEPHONE NETWORK	Gordon J. GILBERT Gordon M. MELICK Lloyd Williams Colin A. REID	BELL CANADA REVO NETWORKS INC.	12/23/97 02/27/04 12/27/05	0058430566 0150080771 0171360361	31/2, 71/2 and 11/12 Years	1/2/12

Our Ref.	Code	Issue Date	Patent #	Title	Inventors	Owner	Reg. Date	Registration Document	Maintenance Fee Interval	Next MF Due Date
9-15310-21CA	CA	28/5/02	2270307	METHOD AND SYSTEM FOR USING LOCAL SIGNALING FOR IMPROVED CALL SETUP FROM A VIRTUAL SWITCHING POINT	LLOYD WILLIAMS Gordon J. GILBERT	NEWSTEP NETWORKS INC.	5/4/07		Annually	3/5/09
9-15310-21BR	BR			METHOD AND SYSTEM FOR IMPROVED CALL SETUP	LLOYD WILLIAMS Gordon J. GILBERT	NEWSTEP NETWORKS INC.	11/5/05	Industrial Property Journal	Annually	3/5/09
9-15310-21FR	FR	15/1/03	1079768	METHOD AND SYSTEM FOR IMPROVED CALL SETUP	LLOYD WILLIAMS Gordon J. GILBERT	NEWSTEP NETWORKS INC.	06/5/06	Registration Certificate	Annually	3/5/09
9-15310-21US	US	22/9/01	6236722	METHOD AND SYSTEM FOR USING TONE SIGNALING FOR IMPROVED CALL SETUP FROM A VIRTUAL SWITCHING POINT	LLOYD WILLIAMS Gordon J. GILBERT	BELL CANADA REVO NETWORKS INC. NEWSTEP NETWORKS INC.	05/07/86 12/08/03 12/20/05	91480365 014754077 0759140789	31/2, 71/2 and 111/2 Years	22/11/12
9-15310-31CA	CA	9/9/03	2300553	SWITCHING POINT CONTROL TELEPHONE NETWORK	LLOYD WILLIAMS	NEWSTEP NETWORKS INC.	5/4/07		Annually	14/3/09
9-15310-31US	US	10/7/202	6492444	ENHANCED APPLICATION TELEPHONE NETWORK	LLOYD WILLIAMS	BELL CANADA REVO NETWORKS INC. NEWSTEP NETWORKS INC.	03/18/99 12/02/03 04/25/05	0039390552 0147540938 075180913	31/2, 71/2 and 111/2 Years	10/6/10
9-15310-38CA-1	CA			APPARATUS FOR VENDING AND DELIVERING TELEPHONE SERVICES	LLOYD WILLIAMS	BELL CANADA NEWSTEP NETWORKS INC.	02/18/05	05281163	Annually	1/7/12/09
9-15310-45US	US	4/1/05	6839422	METHOD AND APPARATUS FOR PROVIDING LOCAL CALL TREATMENT DISCRIMINATION FOR SELECTED CALLS TO A SELECTED AND APPARATUS FOR EFFECTING TELECOMMUNICATIONS SERVICE FEATURES USING CALL CONTROL	LLOYD WILLIAMS Alexander MARKHAM David Edward JOHNSTON	BELL CANADA REVO NETWORKS INC. NEWSTEP NETWORKS INC.	07/18/02 12/15/03 06/21/04	0131203342 0147540948 0753550594	31/2, 71/2 and 111/2 Years	4/7/12
9-15310-64CA	CA	28/5/05	2349125	SELECTED AND APPARATUS FOR EFFECTING TELECOMMUNICATIONS SERVICE FEATURES USING CALL CONTROL	LLOYD WILLIAMS Alexander MARKHAM David Edward JOHNSTON	BELL CANADA REVO NETWORKS INC. NEWSTEP NETWORKS INC.	05/28/01 07/10/03 03/02/05	015128437 05229519 06310091	Annually	28/5/09
9-15310-84MX	MX	28/9/05	240308	SERVICE PROVISION	LLOYD WILLIAMS Alexander MARKHAM David Edward JOHNSTON	NEWSTEP NETWORKS INC.	09/28/06	Patent Certificate	Every 5 Years	4/3/11
9-15310-84US	US	20/4/04	6724678	METHOD AND APPARATUS FOR EFFECTING TELECOMMUNICATIONS SERVICE FEATURES USING CALL CONTROL	LLOYD WILLIAMS Alexander MARKHAM David Edward JOHNSTON	BELL CANADA REVO NETWORKS INC. NEWSTEP NETWORKS INC.	06/11/01 12/15/03 06/21/04	0115860045 0147540948 0753550594	31/2, 71/2 and 111/2 Years	20/10/11

Our Ref.	Code	Issue Date	Patent #	Title	Inventors	Owner	Reg. Date	Registration Document	Maintenance Fee Interval	Next MF Due Date
9-16310-71US	US	20/7/04	6759009	METHOD AND SYSTEM FOR CORRELATING TELEPHONE CALLS WITH INFORMATION DELIVERY	Lloyd WILLIAMS Michael MARKHAM David Edward JOHNSTON	BELL CANADA BELL NETWORKS INC. NEWSTEP NETWORKS INC.	03/07/02 12/15/03 06/21/04	0126830635 0147840948 0153550654	31/2, 71/2 and 111/2 Years	20/11/12
9-16310-72CA2	CA			METHOD AND SYSTEM FOR PROVIDING ACCESS TO A VOICE MAIL SYSTEM	Lloyd WILLIAMS	BELL CANADA NEWSTEP NETWORKS INC.	02/23/05 02/22/06	061177715 05259700	Annually	9/7/08
9-16310-76US	US			METHOD AND APPARATUS FOR SUBSCRIBER CONTROL OF AN INBOUND CALL	Michael KAYNERT WILLIAMS	Lloyd NEWSTEP NETWORKS INC.	09/23/04	0151310561	N/A	N/A
9-16310-76CA	CA			METHOD AND APPARATUS FOR SUBSCRIBER CONTROL OF AN INBOUND CALL	Michael KAYNERT WILLIAMS	Lloyd NEWSTEP NETWORKS INC.	11/22/05	53089545	Annually	23/3/09
9-16310-78EP	EP			METHOD AND APPARATUS FOR SUBSCRIBER CONTROL OF AN INBOUND CALL	Michael KAYNERT WILLIAMS	Lloyd NEWSTEP NETWORKS INC.	11/15/05	Notice of Publication	Annually	23/3/09
9-16310-78CA	CA			METHOD, SYSTEM AND APPARATUS FOR CALL PATH RECONFIGURATION	Lloyd WILLIAMS Masterlany RAQUAPARAN	NEWSTEP NETWORKS INC.	09/23/05	53378365	Annually	8/8/09
9-16310-78EP	EP			METHOD, SYSTEM AND APPARATUS FOR CALL PATH RECONFIGURATION	Lloyd WILLIAMS Masterlany RAQUAPARAN	NEWSTEP NETWORKS INC.	06/31/06	Notice of Publication	Annually	13/12/09
9-16310-78US	US	17/4/07	7265592	METHOD, SYSTEM AND APPARATUS FOR CALL PATH RECONFIGURATION	Lloyd WILLIAMS Masterlany RAQUAPARAN	NEWSTEP NETWORKS INC.	12/27/04	0151260905	31/2, 71/2 and 111/2 Years	17/10/10
16310-80CA	CA			METHOD AND SYSTEM FOR A COMMUNICATIONS SESSION JOIN FUNCTION TO FACILITATE THE PROVISION OF ENHANCED	Frank TOU Lloyd WILLIAMS Masterlany RAQUAPARAN	NEWSTEP NETWORKS INC.	07/28/06	5381007	Annually	18/8/09
16310-80EP	EP			METHOD AND SYSTEM FOR A COMMUNICATIONS SESSION JOIN FUNCTION TO FACILITATE THE PROVISION OF ENHANCED COMMUNICATIONS SERVICES	Frank TOU Lloyd WILLIAMS Masterlany RAQUAPARAN	NEWSTEP NETWORKS INC.	12/27/06	Publication	Annually	21/8/09

Our Ref.	Code	Issue Date	Patent #	Title	Inventors	Owner	Reg. Date	Registration Document	Maintenance Fee Interval	Next MF Due Date
16310-80US	US			METHOD AND SYSTEM FOR COMMUNICATIONS SUBSCRIPTION FUNCTION TO FACILITATE THE PROVISION OF ENHANCED COMMUNICATIONS SERVICES	Frank TOM Lloyd WILLIAMS Maslany RAGUPARAN	NEWSTEP NETWORKS INC.	06/20/05	01/18/2017/0	N/A	N/A
16310-81CA	CA			SYSTEM AND METHOD FOR ASSIGNING TEMPORARY SUBSCRIBER IDENTITY TO A ROAMING MOBILE SUBSCRIBER STATION	Frank TOM Moskal	NEWSTEP NETWORKS INC.	4/12/06	5/8/7371	Annually	1/4/09
16310-81EP	EP			SYSTEM AND METHOD FOR ASSIGNING A TEMPORARY SUBSCRIBER IDENTITY TO A ROAMING MOBILE SUBSCRIBER STATION	Frank TOM Moskal	NEWSTEP NETWORKS INC.	06/23/05	Notice of Publication	Annually	1/4/09
16310-81US	US		7266025	SYSTEM AND METHOD FOR ASSIGNING A TEMPORARY SUBSCRIBER IDENTITY TO A ROAMING MOBILE SUBSCRIBER STATION	Frank TOM Moskal	NEWSTEP NETWORKS INC.	03/14/05	0163900323	31/2, 71/2 and 111/2 Years	30/4/11
16310-83US	US	30/7/007		METHOD AND SYSTEM FOR DIRECTED CALL ESTABLISHMENT TO FACILITATE THE PROVISION OF ENHANCED COMMUNICATIONS SERVICES	Philip RICHARDS Andre MOSKAL David BRIDGE Frank TOM Lloyd WILLIAMS Maslany RAGUPARAN Alexander MARKMAN	NEWSTEP NETWORKS INC.	8/2/06	0180410687	N/A	N/A
16310-83PCT	PCT			METHOD AND SYSTEM FOR DIRECTED CALL ESTABLISHMENT TO FACILITATE THE PROVISION OF ENHANCED COMMUNICATIONS SERVICES	Philip RICHARDS Andre MOSKAL David BRIDGE Frank TOM Lloyd WILLIAMS Maslany RAGUPARAN Alexander MARKMAN	NEWSTEP NETWORKS INC.			N/A	N/A
16310-83CA	CA			METHOD AND SYSTEM FOR DIRECTED CALL ESTABLISHMENT TO FACILITATE THE PROVISION OF ENHANCED COMMUNICATIONS SERVICES	Philip RICHARDS Andre MOSKAL David BRIDGE Frank TOM Lloyd WILLIAMS Maslany RAGUPARAN Alexander MARKMAN	NEWSTEP NETWORKS INC.			Annually	25/7/09
16310-84US	US			METHOD AND SYSTEM FOR DYNAMIC CALL ANCHORING	Maslany RAGUPARAN Boris KOZINOV	NEWSTEP NETWORKS INC.			N/A	N/A

Our Ref.	Code	Issue Date	Patent #	Title	Inventors	Owner	Reg. Date	Registration Document	Maintenance Fee Interval	Next MF Due Date
15080101	PCT			METHOD AND SYSTEM FOR DYNAMIC CALL ANCHORING	Maslemmy RAGUPARAN Boris ROZINOV	NEWSTEP NETWORKS INC.			N/A	N/A
15595201	EP			METHOD AND SYSTEM FOR DIRECTED CALL ESTABLISHMENT TO FACILITATE THE PROVISION OF ENHANCED COMMUNICATIONS SERVICES	Philip RICHARDS David MOSKAL David BRIDGE Frank TOM Lloyd WILLIAMS Maslemmy RAGUPARAN Alexander MARKMAN	NEWSTEP NETWORKS INC.			Annually	25/7/09

Our Ref.	Code	Filing Date	Appl'n #	Status	Issue Date	Patent #	Title	Inventors	Owner	Reg. Date	Registration Document	Maintenance Interval	Next MF Due Date
PAT 3814W-2 US	US	Dec/07	12/305763				Method and System for Mediated CODEC Negotiation	STRICKLAND, David, Pate, BUCKINGHAM, A.M., Ronald, Brent, GHELDING, Arne	Natural Convergence				
PAT 3814W-2 US	US	Jan/08	12/305818				Method and System for Network Address Translation (NAT) Traversal or Real Time Protocol (RTP) Media	STRICKLAND, David, Pate, BUCKINGHAM, A.M., Ronald, Brent, BORSA, Ricardo	Natural Convergence				
PAT 3814W-1 CA	CA	June/09	CA2007/002375				Method and System for Network Address Translation (NAT) Traversal or Real Time Protocol (RTP) Media	STRICKLAND, David, Pate, BUCKINGHAM, A.M., Ronald, Brent, BORSA, Ricardo	Natural Convergence				

PAT CA	CA	June/09	CAD008/O 00022				Method and System for Mediated CODEC Negotiat n	STRICKLAND, D., David, Peer, BUCKINGHAM, A.M., Ronald, BEECHING, Chris, Arma	Natural Convergence				
Europe			Not Yet Filed				Method and System for Mediated CODEC Negotiation	STRICKLAND, D., David, Peer, BUCKINGHAM, A.M., Ronald, BEECHING, Chris, Arma	Natural Convergence				
Europe			Not Yet Filed				Method and System for Network Address Translation (NAT) Traversal or Real Time Protocol (RTP) Media	STRICKLAND, D., David, Michael, BUCKINGHAM, A.M., Ronald, Beech, BOHDA, Miroslav	Natural Convergence				

Our Ref.	Code	Issue Date	Patent #	Title	Inventors	Owner	Registration Date	Registration Document
P-1610-13AR	BR			METHOD AND APPARATUS FOR DYNAMICALLY ROUTING CALLS IN AN INTELLIGENT NETWORK	LLOYD WILLIAMS CORN A. REED	NEWMETIP NETWORKS INC.		
P-1610-13BR	BR			METHOD AND SYSTEM FOR DYNAMICALLY ROUTING CALLS IN AN INTELLIGENT NETWORK	GORDON J. GILBERT CORN A. REED	NEWMETIP NETWORKS INC.	04/04/86	Invented Property Germany
P-1610-13DE	DE		104222	METHOD AND SYSTEM FOR DYNAMICALLY ROUTING CALLS IN AN INTELLIGENT NETWORK	GORDON J. GILBERT CORN A. REED	NEWMETIP NETWORKS INC.	13/10/84	
P-1610-13ES	ES		120422	METHOD AND SYSTEM FOR DYNAMICALLY ROUTING CALLS IN AN INTELLIGENT NETWORK	GORDON J. GILBERT CORN A. REED	NEWMETIP NETWORKS INC.	03/04/85	Patented
P-1610-13FR	FR	13/10/84	104222	METHOD AND SYSTEM FOR DYNAMICALLY ROUTING CALLS IN AN INTELLIGENT NETWORK	GORDON J. GILBERT CORN A. REED	NEWMETIP NETWORKS INC.	12/16/2004	EP Patent Certificate
P-1610-13GB	GB		104222	METHOD AND SYSTEM FOR DYNAMICALLY ROUTING CALLS IN AN INTELLIGENT NETWORK	GORDON J. GILBERT CORN A. REED	NEWMETIP NETWORKS INC.		
P-1610-13HK	HK		104222	METHOD AND SYSTEM FOR DYNAMICALLY ROUTING CALLS IN AN INTELLIGENT NETWORK	GORDON J. GILBERT CORN A. REED	NEWMETIP NETWORKS INC.	12/16/2004	EP Patent Certificate
P-1610-13IE	IE		104222	METHOD AND SYSTEM FOR DYNAMICALLY ROUTING CALLS IN AN INTELLIGENT NETWORK	GORDON J. GILBERT CORN A. REED	NEWMETIP NETWORKS INC.		
P-1610-13IT	IT		104222	METHOD AND SYSTEM FOR DYNAMICALLY ROUTING CALLS IN AN INTELLIGENT NETWORK	GORDON J. GILBERT CORN A. REED	NEWMETIP NETWORKS INC.		
P-1610-13MX	MX	13/1/85	215622	METHOD AND SYSTEM FOR DYNAMICALLY ROUTING CALLS IN AN INTELLIGENT NETWORK	LLOYD WILLIAMS GORDON J. GILBERT	NEWMETIP NETWORKS INC.	Filed 11/04/84	Registration Certificate (Canada)
P-1610-13US	US			METHOD AND APPARATUS FOR ACCESSING A SERVICE RESOURCE IN THE PSTN	LLOYD WILLIAMS GORDON J. GILBERT	BELL CANADA RENO NETWORKS INC.	06/07/2002 12/19/2003 02/12/2004	61258165/7 04194046 015320594

Call Ref.	Code	State	Parent #	Title	Investor	Company	Registration Date	Document
9-1810-3615-1	US			APPARATUS FOR VOICING AND DELIVERING TELEPHONE SERVICES	LLOYD WILLIAMS	BELL CANADA REVO NETWORKS INC.	1/27/2001	01410065
9-1810-3616	SP			SERVICE PROVISION	LLOYD WILLIAMS JOHNSTON	NEWMETRO NETWORKS INC.	09/17/2004	EP Form 244
9-1810-3620-1	CA			METHOD AND SYSTEM FOR PROVIDING ACCESS TO A VOICE MAIL SYSTEM	LLOYD WILLIAMS JOHNSTON	BELL CANADA NEWMETRO NETWORKS	06/20/2002	01711715
9-1810-3628	EP			METHOD AND SYSTEM FOR PROVIDING ACCESS TO A VOICE MAIL SYSTEM	LLOYD WILLIAMS	NECMETRO NETWORKS INC.	07/19/2004	0252910
9-1810-3634	US			SIGNAL FOR PROVIDING ACCESS TO A VOICE MAIL SYSTEM	LLOYD WILLIAMS	BELL CANADA REVO NETWORKS	11/29/2001	013350067
9-1810-37415	US			METHOD AND SYSTEM FOR PROVIDING ACCESS TO A TELEPHONE SERVICE	LLOYD WILLIAMS JOHNSTON	BELL CANADA REVO NETWORKS	06/20/02 12/15/03	014794035
1810-38159R	US			METHOD AND SYSTEM FOR HANDOFF BETWEEN SERVICE PROTOCOLS	LLOYD WILLIAMS	REVO NETWORKS INC.	01/17/2004	0155800594
9-1810-3816	CA			METHOD AND APPARATUS FOR VOICING AND DELIVERING INTELLIGENT NETWORK	LLOYD WILLIAMS JOHNSTON	BELL CANADA	NA	NA
9-1810-3817	CA			METHOD AND SYSTEM FOR COMPLETING A VOICE CONNECTION BETWEEN VOICED TERMINALS IN A SWITCHED TELEPHONE NETWORK	Stephen J. Gilbert Gordon J. Gilbert Lloyd Williams	BELL CANADA	NA	NA
9-1810-3818	CA			METHOD AND SYSTEM FOR HANDOFF CALL SERVICE BETWEEN VOICED TERMINALS FOR ACCESSING A SERVICE RESOURCE IN THE SYSTEM	LLOYD WILLIAMS JOHNSTON	BELL CANADA	NA	NA
9-1810-3819	CA			METHOD AND SYSTEM FOR PROVIDING LOCAL CALL TREATMENT FOR SELECTED CALLS IN A SWITCHED TELEPHONE NETWORK	LLOYD WILLIAMS JOHNSTON	BELL CANADA	NA	NA
9-1810-3820	CA			METHOD AND SYSTEM FOR CALLS WITH INFORMATION DELIVERY	LLOYD WILLIAMS JOHNSTON	BELL CANADA	NA	NA
9-1810-3821	CA			METHOD AND SYSTEM FOR PROVIDING SECURE ACCESS TO A TELEPHONE SERVICE	LLOYD WILLIAMS JOHNSTON	BELL CANADA	NA	NA
9-1810-3822	CA			METHOD AND SYSTEM FOR SUPERVISOR CONTROL OF AN INBOUND CALL	LLOYD WILLIAMS JOHNSTON	BELL CANADA	NA	NA

**APPENDIX C TO SCHEDULE 2.1(a)
TRADEMARKS AND TRADE NAMES**

Trademark:

1. SILHOUETTE
SN. No.:76503578
FD: 2003-04-02
Reg #: 2957599
RD: 2005-05-31

2. NATURAL
CONVERGENCE
SN. No.:76315607
FD: 2001-09-21
Reg #: 3199996
RD: 2007-01-23

3. CONVERGED CALL
MANAGEMENT* (abandoned)
SN. No.:78671873
FD: 2005-07-16
RD:

4. CONVERGED SERVICES
NODE* (pending)
SN. No.:78671872
FD: 2005-07-16
RD:

5. NEWSTEP*
SN. No.:78321122
FD: 2003-10-30
Reg #: 3204954
RD: 2007-02-06

* Newstep Trademarks

APPENDIX D TO SCHEDULE 2.1(a)
DOMAIN NAMES

Naturalconvergence.com

Hostedkeyssystem.com □ pointed to naturalconvergence.com

VirtualKeySystem.com □ pointed to naturalconvergence.com

demo.naturalconvergence.com

APPENDIX E TO SCHEDULE 2.1(a)
HARDWARE

See attached.

NCI HARDWARE

[illegible]

Item	Part Number	Description	Quantity	Unit Price	Total Price
1046	0000	Dell Laptop, latitude 1050	1		
1047	0000	Dell Laptop, latitude 1050	1		
1048	0000	Dell Laptop, latitude 1050	1		
1049	0000	Dell Laptop, latitude 1050	1		
1050	0000	Dell Laptop, latitude 1050	1		
67		Dell Docking station P004	1		
1		Mobile phone (pre of 3000) 512125-9073446522673261504	1		
2		32GB 8" conference unit phone	1		
3		32GB 8" conference unit phone	1		
4		32GB 8" conference unit phone	1		
5		32GB 8" conference unit phone	1		
6		32GB 8" conference unit phone	1		
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89		32GB 8" conference unit phone	1		
90		32GB 8" conference unit phone	1		
91		32GB 8" conference unit phone	1		
92		32GB 8" conference unit phone	1		
93		32GB 8" conference unit phone	1		
94		32GB 8" conference unit phone	1		
95		32GB 8" conference unit phone	1		
96		32GB 8" conference unit phone	1		
97		32GB 8" conference unit phone	1		
98		32GB 8" conference unit phone	1		
99		32GB 8" conference unit phone	1		
100		32GB 8" conference unit phone	1		

Net Hard-drive - system was removed from media due to IDE hard drive failure

3.00

NEWSTEP HARDWARE

<u>Item</u>	<u>NewStep #</u>	<u>Location</u>	<u>Destination</u>
Windows Mobile Build Machine	10000	Office	Kanata
LCD Monitor	10040	Office	Kanata
RIM Mobile Build Machine	10520	Office	Kanata
LCD Monitor	10050	Office	Kanata
Apple Build Machine (Mac lap top)	10518	Steve	Kanata
Developer Workstation	19195	Office	Kanata
Device - 740		Abid	Abid
Device - 710		Abid	Abid
Device - HPIPAQ		Abid	Abid
Device - HPIPAQ		Office	Kanata
Device - QTEC (x2)		Office	Kanata
Device - Starcom (x5)		Office	Kanata
Device - HTC BT		Office	Kanata
Device - Pocket PC		Office	Kanata
Device - BlackBerry (x1)		Office	Kanata

<u>Item</u>	<u>NewStep #</u>	<u>Location</u>	<u>Destination</u>
Developer Workstation - CSN 1	10422	Office	Geordie
Developer Workstation - CSN 30	10129	Office	Geordie
LCD Monitor	10410	Office	Geordie
LCD Monitor	10522	Office	Geordie
Windows Lap Top		Geordie	Geordie
Developer Workstation #2 - CSN1		Office	Kanata
Developer Workstation #2 - CSN30		Office	Kanata
Developer Monitor - 21"	10138	Office	Kanata
Developer Monitor - 21"	10072	Office	Kanata
Developer Monitor - 21"	10186	Office	Kanata
Developer Monitor - 21"	10085	Office	Kanata
CSN DVD Generator Platform	10086	Office	Kanata
LCD Monitor	10078	Office	Abid
Developer workstation csn1	10094	Office	Kanata
Developer workstation csn30	10117	Office	Kanata
Developer workstation csn30		Office	Kanata

<u>Item</u>	<u>NewStep #</u>	<u>Location</u>	<u>Destination</u>
Rack #1	20452	Lab	Kanata
CCM 4.2	10462	Rack 1	Kanata
Sunfire 240	10328	Rack 1	Kanata
Sunfire 240	10329	Rack 1	Kanata
Sunfire 240	10330	Rack 1	Kanata
Sunfire 240	10284	Rack 1	Kanata
UPS			Kanata
Cisco Unity - Vmail	10322	Rack 1	Kanata
CCM	10320	Rack 1	Kanata
Cisco 3500 Switch	10238	Rack 1	Kanata
Ingate SBC	10480	Rack 1	Kanata

<u>Item</u>	<u>NewStep #</u>	<u>Location</u>	<u>Destination</u>
Rack #2	20451	Lab	Kanata
Catapulse	10311	Rack 2	Kanata
MGTS	10412	Rack 2	Kanata
Convedia CMS 1000	10429	Rack 2	Kanata
Audiocodes Mediant 1000	10501	Rack 2	Kanata
CSND05	10517	Rack 2	Kanata
CSN 135 Test	10510	Rack 2	Kanata
CSN 35 Build	10508	Rack 2	Kanata
Cisco 2600	10314	Rack 2	Kanata
CSND01	10316	Rack 2	Kanata
CSND02	10315	Rack 2	Kanata
CSN1ST1	10468	Rack 2	Kanata
Cisco Switch	10488	Rack 2	Kanata
Linksys Switch	10318	Rack 2	Kanata
Linksys Switch	10319	Rack 2	Kanata

<u>Item</u>	<u>NewStep #</u>	<u>Location</u>	<u>Destination</u>
Rack #3	20450	Lab	Kanata
Performance Technologies	10384	Rack 3	Kanata
DBS01	10385	Rack 3	Kanata
CSN01	10383	Rack 3	Kanata
UPS01		Rack 3	Kanata
Cisco 3500	10323	Rack 3	Kanata
Cisco 12 port switch	10387	Rack 3	Kanata

<u>Item</u>	<u>NewStep #</u>	<u>Location</u>	<u>Destination</u>
Rack #4	20449	Lab	Kanata
Performance Technologies - VPS01/VPS02	10299	Rack 4	Kanata
Performance Technologies - VPS03		Rack 4	Kanata
Cisco 2800 - ITP02		Rack 4	Kanata
Cisco 7200	10301	Rack 4	Kanata
DBS02 Sunfire 280	10302	Rack 4	Kanata
Sun SSa02		Rack 4	Kanata
Sunfire V1280	10305	Rack 4	Kanata
UPS - UPS02		Rack 4	Kanata

<u>Item</u>	<u>NewStep #</u>	<u>Location</u>	<u>Destination</u>
Rack #5	20448	Lab	Kanata
DCOSS	10289	Rack 5	Kanata
Adtran	10290	Rack 5	Kanata
DCOSS	10291	Rack 5	Kanata
Lambda Power Supply	10294	Rack 5	Kanata
IBM xSeries 343	10292	Rack 5	Kanata
Sentry PDU	10295	Rack 5	Kanata
DCOSS	10297	Rack 5	Kanata
DCOSS	10298	Rack 5	Kanata

<u>Item</u>	<u>NewStep #</u>	<u>Location</u>	<u>Destination</u>
Cisco 3600	10276	Rack 6	Kanata
Cisco 3600	10275	Rack 6	Kanata
Cisco 3700	10278	Rack 6	Kanata
Belkin	10279	Rack 6	Kanata
Netra X1	10282	Rack 6	Kanata
Netra X1	10283	Rack 6	Kanata
CCM 5.x	10469	Rack 6	Kanata
CCM 6.x	10244	Rack 6	Kanata

<u>Item</u>	<u>NewStep #</u>	<u>Location</u>	<u>Destination</u>
Console Switch	10288	Rack 7	Kanata
Cisco Pix	10221	Rack 7	Kanata
DHCP Server	10271	Rack 7	Kanata
DEMO OCS	10270	Rack 7	Kanata
CSNTEST	10269	Rack 7	Kanata
Cisco 3800		Rack 7	Kanata

<u>Item</u>	<u>NewStep #</u>	<u>Location</u>	<u>Destination</u>
Rack #8	20439	Lab	Kanata
Avaya ACM	10476	Rack 8	Kanata
Avaya SES	10479	Rack 8	Kanata
Cisco CCM	10509	Rack 8	Kanata
Sun CSN 6	10491	Rack 8	Kanata
CSN12 - Sunfire 210		Rack 8	Kanata
Cisco Switch	10317	Rack 8	Kanata
DLINK Switch		Rack 8	Kanata
UPS04		Rack 8	Kanata

<u>Item</u>	<u>NewStep #</u>	<u>Location</u>	<u>Destination</u>
Rack #9	20440	Rack 9	Kanata
CSN1 Build	10493	Rack 9	Kanata
CSN1 Test	10490	Rack 9	Kanata
Serdev01		Rack 9	Kanata
Badger	10231	Rack 9	Kanata

<u>Item</u>	<u>NewStep #</u>	<u>Location</u>	<u>Destination</u>
Rack #10	20441	Lab	Kanata
T1000	10521	Rack 10	Kanata
3300 Storage	10497	Rack 10	Kanata
Netra 240 - CSN09		Rack 10	Kanata
Sunfire 240	10487	Rack 10	Kanata
CSND07 - 240	10440	Rack 10	Kanata
CSND08 - 240	10441	Rack 10	Kanata
TORSS001	10288	Rack 10	Kanata
CSN03 - 240	10286	Rack 10	Kanata
CSN04 - 240	10287	Rack 10	Kanata
Tordev01 - 240	10285	Rack 10	Kanata
Cisco 3500	10219	Rack 10	Kanata
SNC Switch	10274	Rack 10	Kanata
UPS05		Rack 10	Kanata

<u>Item</u>	<u>NewStep #</u>	<u>Location</u>	<u>Destination</u>
Patch Panel	20447	Lab	Kanata
Loose Cables (after lab dismantle)		Lab	Kanata

<u>Item</u>	<u>NewStep #</u>	<u>Location</u>	<u>Destination</u>
Linksys EF3124	10308	Wire Rack	Kanata
Linksys EF3124	10361	Wire Rack	Kanata
HTTPS Proxy	10063	Wire Rack	Kanata
CSN137 Test	10026	Wire Rack	Kanata
Serdev03	10161	Wire Rack	Kanata
CSN136 Test	10167	Wire Rack	Kanata
Open Ser	10127	Wire Rack	Kanata
Unity Exchange	10056	Wire Rack	Kanata
Asterick	10092	Wire Rack	Kanata
Oracle OCS	10134	Wire Rack	Kanata

<u>Item</u>	<u>NewStep #</u>	<u>Location</u>	<u>Destination</u>
Cisco Switch		Office Floor	Kanata
Cisco 2600	10454	Office Floor	Kanata
Cisco 2600	10326	Office Floor	Kanata
SunFire 240	10452	Office Floor	Kanata
Sunfire 4100	10453	Office Floor	Kanata
Tatra Gateway		Office Floor	Kanata
Meru Wireless Access Point	10446	Office Floor	Kanata
Meru Wireless Controller	10445	Office Floor	Kanata
Cisco Access Point	10414	Office Floor	Kanata
Cisco Access Point	10180	Office Floor	Kanata
Cisco Access Point	10369	Office Floor	Kanata
Cisco Access Point	10181	Office Floor	Kanata
Cisco Access Point	10447	Office Floor	Kanata
Cisco Access Point	10448	Office Floor	Kanata
Cisco 800 Server	10394	Office Floor	Kanata
Cisco IP Phone	10511	Office Floor	Kanata
Cisco IP Phone	10432	Office Floor	Kanata
Linksys IP Phone - SPA941		Office Floor	Kanata
Linksys IP Phone - SPA941		Office Floor	Kanata
Linksys IP Phone - SPA941		Office Floor	Kanata
Grandstream		Office Floor	Kanata
Grandstream		Office Floor	Kanata
IP Video Phone		Office Floor	Kanata
Avaya Set	10470	Office Floor	Kanata
Motorola Wireless Set	20344	Office Floor	Kanata
Motorola Wireless Set	20343	Office Floor	Kanata
Motorola Wireless Base	20342	Office Floor	Kanata
Nokia E51		Office Floor	Kanata
Nokia SDN 6472885438		Office Floor	Kanata

PBX Software Box

to be confirmed

Cisco CCM /6.1/6.0/5.0/4.0		Office Floor	Kanata
Ericsson Access point		Office Floor	Kanata
Analog Modem		Office Floor	Kanata
Avaya IP Phone	10471	Office Floor	Kanata
rational Software version 2002.05.00		Office Floor	Kanata
Iprobe software		Office Floor	Kanata
Borland Ent		Office Floor	Kanata
Avaya amphenol cables		Office Floor	Kanata
Cisco 9600 Switch	10390	Office Floor	Kanata
Cisco 9600 Switch	10310	Office Floor	Kanata
Domain Controller Desktop Demo	10280	Office Floor	Kanata

<u>Item</u>	<u>NewStop #</u>	<u>Location</u>	<u>Destination</u>
Patent Box 1	9-16310-72	Office Floor	Kanata
Patent Box 1	9-16310-74	Office Floor	Kanata
Patent Box 1	9-16310-76	Office Floor	Kanata
Patent Box 2	9-16310-45	Office Floor	Kanata
Patent Box 2	9-16310-64	Office Floor	Kanata
Patent Box 2	9-16310-71	Office Floor	Kanata
Patent Box 2	9-16310-30	Office Floor	Kanata
Patent Box 3	9-16310-31	Office Floor	Kanata
Patent Box 3	9-16310-36CA-1	Office Floor	Kanata
Patent Box 3	9-11090-36	Office Floor	Kanata
Patent Box 3	9-16310-18	Office Floor	Kanata
Patent Box 4	9-11090-21	Office Floor	Kanata
Patent Box 4	9-16310-13	Office Floor	Kanata
Patent Box 5	9-11090-13	Office Floor	Kanata
Patent Box 5	9-16310-83	Office Floor	Kanata
Patent Box 6	9-16310-84	Office Floor	Kanata
Patent Box 6	9-16310-78	Office Floor	Kanata
Patent Box 7	9-16310-80	Office Floor	Kanata
Patent Box 7	9-16310-81	Office Floor	Kanata
Patent Box 8 - General Materials	Misc Materials	Office Floor	Kanata

SCHEDULE 2.1(b)(i)
THIRD PARTY LICENSES

See attached.

The Purchaser shall have the right to modify this list by removing one or more licenses on written notice to the Vendor.

Functional Systems**Silhouette Systems Components**

Sysbase 9.0.2

Sysbase

Yes

\$ 40,000.00 \$ 25,000.00

SUN Netra High Availability Suite 3.0

Sun

Yes

\$ -

SUN JDK 5.0

Sun

Yes

AudioCodes Gateway/Media Server/Conference Server
MIMEI Firmware - for 5221, 5223, 5225B, 5504, 5540/5530,
5512/5524, 5445 servicesAudioCodes
MIMEIYes
Yes\$ 22,000.00 \$ 86,000.00
YES \$ 62,000.00 \$ 113,000.00

Development Licenses & Support	Vendor	Notes	Action?	Annual Net
Perforce Annual Maintenance - \$160 per license	Perforce	Budget \$2,000	Yes	\$ 5,000.00
Common Videos Lab Support	Common Videos	Budget \$7,500 per year	Yes	\$ 7,500.00
Operations Support				
Right Now - Invoiced Billing for Customers	RightNow	\$23,000 per year - this would be transferable - paid monthly	Yes	\$23,000.00
Community Zero - Customer Communications Vehicle	Parma	\$3,400 per year - this would be transferable - paid monthly	Yes	\$ 3,400.00
				\$26,900.00

SCHEDULE 2.1(b)(ii)
THIRD PARTY EQUIPMENT LEASES

See attached.

The Purchaser shall have the right to modify this list by removing one or more leases on written notice to the Vendor.

Equipment Leases:

1. Lease 227056c

Origin Date: June 24, 2008

Equipment: Servers for IT and related components

Term: 40 months

Original Value: \$22,751.36

Monthly Payment: \$740.30

Annual Interest rate: 11.25%

Monthly rate: 0.94%

End of lease purchase option at 36 months: \$2245.20

2. Lease 244368c

Origin Date: Feb, 2009

Equipment: Servers and NAS expansion

Term: 36 months

Original value: \$17,427

Monthly payment: \$812.23

3. Lease 248217C

Origin Date: March, 2009

Equipment: NAS, 7 Laptops and 5 desktops

Term: 36 months

Original value: \$40,056.21

Monthly Payment: \$1428.53

Annual interest rate: 13.68%

Monthly rate: 1.51%

End of lease purchase option at 36 months: \$10

SCHEDULE 3.5
ALLOCATION OF PURCHASE PRICE

To be agreed upon by the Vendor and the Purchaser, acting reasonably, prior to Closing

SCHEDULE 10.9
EMPLOYEES TO BE EMPLOYED BY PURCHASER

Brett Buckingham
David Georgeadis
Ravik Tupja
Stephen Welch
William Wightman
Dorothy Stockburger
Steven Pequegnat
Paul Young-Davies
Abid Mohiuddin

SCHEDULE A
APPROVAL ORDER

Court File No. _____

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE _____
JUSTICE _____

)
)
)

FRIDAY, THE 31ST DAY
OF JULY, 2009

B E T W E E N:

BDC VENTURE CAPITAL INC.

Applicant

– and –

NATURAL CONVERGENCE INC.

Respondent

APPROVAL AND VESTING ORDER

THIS MOTION, made by PricewaterhouseCoopers Inc. in its capacity as the Court-appointed interim receiver and receiver and manager (the “Receiver”) of the undertaking, property and assets of Natural Convergence Inc. (the “Debtor”) for an order approving the sale transaction (the “Transaction”) contemplated by an asset purchase agreement dated July 30, 2009 (the “Asset Purchase Agreement”) between the Debtor and Broadview Networks, Inc. (the “Purchaser”) and appended to the Report of the Receiver dated July 30, 2009 (the “Report”), and vesting in the Purchaser the Debtor’s right, title and interest in and to the assets described in the Asset Purchase Agreement and described under Schedule “B” (the “Purchased Assets”), was heard this day at 161 Elgin Street, Ottawa, Ontario.

ON READING the Report and on hearing the submissions of counsel for the Receiver, and on reading the consents filed on behalf of the Respondent and its secured creditors:

1. THIS COURT ORDERS that the time for service of the Notice of Motion and the Motion Record is hereby abridged so that this motion is properly returnable today and hereby dispenses with further service thereof.

2. THIS COURT ORDERS AND DECLARES that the Transaction is hereby approved, and that the Asset Purchase Agreement, including the purchase price thereunder, is fair, commercially reasonable and in the best interests of the Debtor and its stakeholders. The execution of the Asset Purchase Agreement by the Debtor is hereby authorized and approved, and the Receiver is hereby authorized and directed to adopt the Asset Purchase Agreement, and to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.

3. THIS COURT ORDERS AND DECLARES that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as Schedule A hereto (the "Receiver's Certificate"), all of the Debtor's and the Receiver's respective right, title and interest in and to the Purchased Assets shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "Claims") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice presiding over the present motion; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iii) those Claims listed on Schedule D hereto (all of which are collectively referred to as the "Encumbrances", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule C) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

4. Upon the registration in the Registry Office of a copy of the Asset Purchase Agreement and this Order, the Registrar is hereby directed to enter the Purchaser as the owner of the subject

intellectual property identified in Schedule B hereto (the "IP"), and is hereby directed to delete and expunge from title to the IP all of the Claims listed in Schedule D, if any

5. THIS COURT ORDERS that for the purposes of determining the nature and priority of the Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

6. THIS COURT ORDERS AND DIRECTS the Receiver to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof.

7. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Company's records pertaining to the Debtor's past and current employees, including personal information of those employees listed on Schedule "10.9" to the Asset Purchase Agreement. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Debtor.

8. THIS COURT ORDERS that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Debtor and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Debtor;

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

9. THIS COURT ORDERS AND DECLARES that the *Bulk Sales Act* (Ontario) does not apply to the Transaction.

10. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

Schedule A – Form of Receiver's Certificate

Court File No. _____

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

BDC VENTURE CAPITAL INC.

Applicant

- and -

NATURAL CONVERGENCE INC.

Respondent

RECEIVER'S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable [NAME OF JUDGE] of the Ontario Superior Court of Justice (the "Court") dated [DATE OF ORDER], PricewaterhouseCoopers Inc. was appointed as the interim receiver and receiver and manager (the "Receiver") of the undertaking, property and assets of Natural Convergence Inc. (the "Debtor").

B. Pursuant to an Order of the Court dated [DATE], the Court approved the agreement of purchase and sale made as of [DATE OF AGREEMENT] (the "Asset Purchase Agreement") between the Debtor and Broadview Networks Inc. (the "Purchaser") and provided for the vesting in the Purchaser of the Debtor's and the Receiver's respective right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming: (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in section • of the Asset Purchase Agreement have been satisfied or waived by the Receiver

and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Asset Purchase Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Asset Purchase Agreement;
2. The conditions to Closing as set out in the Asset Purchase Agreement have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

**PRICEWATERHOUSECOOPERS INC., in
its capacity as Receiver of the undertaking,
property and assets of Natural Convergence
Inc., and not in its personal capacity**

Per: _____
Name:
Title:

Schedule B – Purchased Assets

Schedule C – Permitted Encumbrances

The Assumed Obligations

Schedule D – Claims

I. ONTARIO

1. PERSONAL PROPERTY SECURITY ACT (Ontario) - File Currency: July 22, 2009

(a) Natural Convergence Inc.

Secured Party(ies)	Debtor(s)	Reference File No. & Registration Number (Registration Period)	Collateral Classification	General Collateral Description	Amendments/Assignments Discharges/Renewals Transfers/Subordinations
1. Wesley Clover Corporation	Natural Convergence Inc.	654974118 - 20090717 1131 1862 1487 (2 years)	Inventory, Equipment, Accounts, Other		
2. BDC Capital Inc.	Natural Convergence Inc.	654974127 - 20090717 1132 1862 1488 (2 years)	Inventory, Equipment, Accounts, Other		
3. CIT Financial Ltd.	Natural Convergence Inc.	652412718 - 20090331 1209 1616 6327 (4 years)	Equipment, Other	Computer systems, laptops, software, LCD's and computer hardware	
4. Comerica Bank	Natural Convergence, Inc.	637258059 - 20070713 1400 1590 8236 (6 years)	Inventory, Equipment, Accounts, Other, Motor Vehicles		
5. Comerica Bank	Natural Convergence Inc.	637120062 - 20070710 1116 1590 8003 (6 years)	Inventory, Equipment, Accounts, Other, Motor Vehicles		
6. MMV Financial Inc.	Natural Convergence Inc.	631881045 - 20070104 1556 1590 7933 (5 years)	Inventory, Equipment, Accounts, Other, Motor Vehicles		